

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BUBBLEGUM STUFF LTD,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,

Defendants.

Case No.: 23-cv-16562

Judge John J. Tharp, Jr.

Magistrate Judge Jeannice W. Appenteng

PRELIMINARY INJUNCTION ORDER

Plaintiff Bubblegum Stuff LTD (“Bubblegum”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Bubblegum’s Motion in part as follows.

This Court finds Bubblegum has provided notice to Defendants in accordance with the Temporary Restraining Order entered December 15, 2023, ECF No. 17 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that Bubblegum has provided a basis to conclude that Defendants have sold products bearing unauthorized copies of Bubblegum’s federally registered copyrights (the “PLS Copyrights”) and/or using infringing

and counterfeit versions of Bubblegum's federally registered trademarks (the "PLS Trademarks").

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Bubblegum's previously granted Motion for Entry of a TRO establishes that Bubblegum has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Bubblegum will suffer irreparable harm if the injunction is not granted.

Specifically, Bubblegum has proved a *prima facie* case of trademark infringement because (1) the PLS Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the PLS Trademarks, and (3) Defendants' use of the PLS Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Bubblegum. Bubblegum has also proved a *prima facie* case of copyright infringement because it has demonstrated that (1) Bubblegum is the owner of the valid and enforceable PLS Copyrights, and (2) Defendants, without any authorization from Bubblegum, or any right under the law, have deliberately copied, displayed, distributed, reproduced, and/or made derivative works incorporating the PLS Copyrights. Furthermore, Defendants' continued and unauthorized use of the PLS Trademarks and the PLS Copyrights irreparably harms Bubblegum through diminished goodwill and brand confidence, damage to Bubblegum's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Bubblegum has an inadequate remedy at law. Moreover, the public

interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the PLS Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Bubblegum product or not authorized by Bubblegum to be sold in connection with the PLS Trademarks;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the PLS Copyrights in any manner without the express authorization of Bubblegum;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Bubblegum product or any other product produced by Bubblegum, that is not Bubblegum's or not produced under the authorization, control, or supervision of Bubblegum and approved by Bubblegum for sale under the PLS Trademarks;
 - d. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Bubblegum, or are sponsored by, approved by, or otherwise connected with Bubblegum; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Bubblegum, nor authorized by

Bubblegum to be sold or offered for sale, and which bear any of Bubblegum's trademarks or copyrights, including the PLS Trademarks and the PLS Copyrights, or any reproductions, counterfeit copies, or colorable imitations.

2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
4. Upon Bubblegum's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Bubblegum expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts and Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Bubblegum's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods bearing the PLS Copyrights or using the PLS Trademarks.

6. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
7. Bubblegum may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "Foshan Bifuyi Trading Co., Ltd. and all other Defendants identified in the Operative Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from domain name registrars or payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. Bubblegum's Complaint (ECF No. 7) and Exhibits 1-3 thereto (ECF Nos. 7-1, 7-2, 7-3), including Schedule A to the Complaint (ECF No. 7-3), Motion for TRO, Wood

Declaration and all exhibits thereto (ECF No. 13), and the TRO (ECF No. 17) are unsealed.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
10. The \$148,000 bond posted by Bubblegum shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in black ink, appearing to read "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Date: January 12, 2024

Schedule A

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Foshan Bifuyi Trading Co., Ltd.	furryfriends.en.alibaba.com
2	Shenzhen Victory Coming Household Product Co., Ltd.	victorycoming.en.alibaba.com
3	Changzhou Wejump Safety Co., Ltd.	wejump.en.alibaba.com
4	Hebei Yimuyuan Water Saving Technology Co., Ltd.	yimuyuan.en.alibaba.com
5	Write Memories Store	aliexpress.com/store/1101280274
6	1999 Store	aliexpress.com/store/1101419856
7	China Town Store	aliexpress.com/store/1101695449
8	Anju tribe Store	aliexpress.com/store/1101769434
9	Online-Home Party Store	aliexpress.com/store/1101783167
10	House Global Supplies Store	aliexpress.com/store/1101918402
11	Shop1102311785 Store	aliexpress.com/store/1102310795
12	Shop911424543 Store	aliexpress.com/store/1102726828
13	Better Choice Life Store Store	aliexpress.com/store/1102753637
14	Lucky - Home Decoration And Tool Shop Store	aliexpress.com/store/1102774044
15	JIA JIA Global Store	aliexpress.com/store/1102854358
16	Mx Home Store	aliexpress.com/store/1102912640
17	Shop1103204324 Store	aliexpress.com/store/1103202307
18	Our good times	aliexpress.com/store/1101045794
19	furnishing Store	aliexpress.com/store/1101101591
20	Satisfaction shop	aliexpress.com/store/1101210890
21	Bring You Love Store	aliexpress.com/store/1101213418
22	Gardening Tool Store	aliexpress.com/store/1101493404
23	Duoyingduo Store	aliexpress.com/store/1101528087
24	Home-Deco&Impr Set2 Store	aliexpress.com/store/1101591884
25	Jennifer's Garden Store	aliexpress.com/store/1101642970
26	Is Sunflowers Store	aliexpress.com/store/1101732713
27	YaYa-Pet Decor Store	aliexpress.com/store/1101737143
28	1541251707ervg Store	aliexpress.com/store/1101738215
29	001 My Goods dropshipping Store	aliexpress.com/store/1101785075
30	Green Gardenlife Store	aliexpress.com/store/1101798487
31	WTT-0011 Store	aliexpress.com/store/1101834294
32	A Wonderfully Store	aliexpress.com/store/1101867222
33	Funnyhome Dropship Store	aliexpress.com/store/1101935354

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
34	tianxiashanhe01 Store	aliexpress.com/store/1102011911
35	Galaxy Prosperity-Gardening Store	aliexpress.com/store/1102047213
36	Gardenlife Store	aliexpress.com/store/1102047882
37	VIGOR HOME Store	aliexpress.com/store/1102337796
38	Happy Home Household Store	aliexpress.com/store/1102341452
39	Shop1102424941 Store	aliexpress.com/store/1102435021
40	Global Trade Home Store	aliexpress.com/store/1102603322
41	Shop1102718158 Store	aliexpress.com/store/1102720182
42	elesimple	amazon.com/sp?seller=A13NODGD289YDQ
43	taoxinobm	amazon.com/sp?seller=A19FG4XRE4WVV2
44	JIUYEKEW US	amazon.com/sp?seller=A1BDK2OUIGJ4XA
45	Three oak trees	amazon.com/sp?seller=A1CC7GJ0VZ92ND
46	minchun shope	amazon.com/sp?seller=A1GOMKK4WSNHKV
47	YHZONE	amazon.com/sp?seller=A1PUO9M14FXUMT
48	Quinn Guy	amazon.com/sp?seller=A241C7XE2I2K0A
49	KINBOM Store	amazon.com/sp?seller=A24M55ADMJQEC9
50	yyreach	amazon.com/sp?seller=A26V71CNIORKU
51	erichip	amazon.com/sp?seller=A274SZ0Q40YDBC
52	sirwolf2023	amazon.com/sp?seller=A27JLGN59QFQMH
53	cuicui store	amazon.com/sp?seller=A2DWUBNB3Z60DF
54	BSRTOP-US	amazon.com/sp?seller=A2GU087KWN7J4H
55	Wope	amazon.com/sp?seller=A2IAELT73X2DQW
56	Somirow	amazon.com/sp?seller=A2JX0XCNBXIC4
57	ZHONG ROY	amazon.com/sp?seller=A2M32LDHISYHL6
58	sunny-lovely	amazon.com/sp?seller=A2NHURT305LF72
59	BYNNIX	amazon.com/sp?seller=A2NP5Y3O1EKFXB
60	biaterd-US	amazon.com/sp?seller=A2P570E3VDLF3L
61	Atrusu Store	amazon.com/sp?seller=A2SMD5XT6TRS5O
62	wangguoxia823	amazon.com/sp?seller=A31O8SSK2WEP9
63	QIAN-PU	amazon.com/sp?seller=A33UEJW05W7IJL
64	JIAWONG	amazon.com/sp?seller=A34MKRSPC5OFPJ
65	JOHNNY1	amazon.com/sp?seller=A37XIEHAD1MS0
66	SoonHua Direct	amazon.com/sp?seller=A39SFJAEXY1S6W
67	jvfepsk	amazon.com/sp?seller=A3BMJ0XZFWT3F0
68	XIAOjianjian	amazon.com/sp?seller=A3FASRZUUAH6WC

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
69	AYOKANITY	amazon.com/sp?seller=A3FZSKSZOQ7OGI
70	jiangshang sport	amazon.com/sp?seller=A3I8XGPVAJEVOV
71	bozhoushizhuotiaoshangmao	amazon.com/sp?seller=A3JDEKF14ZZJIO
72	GSYYDSZX	amazon.com/sp?seller=A3NSEEXRMFDQVK
73	Corillon	amazon.com/sp?seller=A3V4WLYY5M7W85
74	Herlloy	amazon.com/sp?seller=A3VPP7J0858G9G
75	Boert	amazon.com/sp?seller=AKZUQBRALSA7S
76	Jonercey	amazon.com/sp?seller=AM28U4LJBMGBV
77	Dedalan	amazon.com/sp?seller=AMRCG6T4XM0QJ
78	ZUOLUN Official US	amazon.com/sp?seller=ARD0WSK1JD79O
79	Miller Center	amazon.com/sp?seller=AT2UMUNHS9IBG
80	JBB Outdoor Store	amazon.com/sp?seller=AVSY2U4QH07IZ
81	Coulomb store	amazon.com/sp?seller=AWKPSOYICQD4O
82	zgangs	amazon.com/sp?seller=AX6K7W5NPESET
83	wuzhiH	amazon.com/sp?seller=AXQL7CWAETP5Z
84	JIN HONG JIA	amazon.com/sp?seller=AYT3631BZLKH3
85	leginyi Store	dhgate.com/store/21635298
86	lonyeebaba Store	dhgate.com/store/21647539
87	2013xoxo876	ebay.com/usr/2013xoxo876
88	Bacevici	ebay.com/usr/bacevici75
89	business0621	ebay.com/usr/business0621
90	cckobe	ebay.com/usr/cckobe
91	chenru64	ebay.com/usr/chenru64
92	davidson-75	ebay.com/usr/davidson-75
93	goldenmall2017	ebay.com/usr/goldenmall2017
94	hayer-11	ebay.com/usr/hayer-11
95	i-brainy	ebay.com/usr/i-brainy
96	jewelleri	ebay.com/usr/jewelleri
97	minishopstore	ebay.com/usr/minishopstore
98	mount_8461	ebay.ie/usr/mount_8461
99	newdeparture	ebay.com/usr/newdeparture
100	nirabe_0	ebay.com/usr/nirabe_0
101	PCRoar	ebay.com/usr/pcroar2018
102	power-ful	ebay.com/usr/power-ful
103	zezzobrand	ebay.com/usr/zezzobrand

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
104	JustPlantsNThings	etsy.com/shop/JustPlantsNThings
105	Suzhouyinshimaoyiyouxiangongsi	fruugo.us/suzhouyinshimaoyiyouxiangongsi/m-16115
106	CosyZoneHome&Living General	us.shein.com/store/home?store_code=8612063173
107	greencorner	greencorner.ca
108	majestyandfriends	majestyandfriends.com
109	softcosts	softcosts.com.au
110	Hbitsae	temu.com/m-19553478715.html
111	Zoylofg	temu.com/m-2631310001633.html
112	Judelike	temu.com/m-339191761556.html
113	RR Beauty	temu.com/m-4014257449393.html
114	Miya bay	temu.com/m-5315589922629.html
115	LESER	temu.com/m-634418210277911.html
116	Tool House	temu.com/m-708600288429.html
117	YiGuangTong STORE	walmart.com/reviews/seller/101094446
118	FEIXINXIN STORE	walmart.com/reviews/seller/101110441
119	Hengxinshuo	walmart.com/reviews/seller/101220228
120	Shaoke Store	walmart.com/reviews/seller/101222076
121	abatment	walmart.com/reviews/seller/101232888
122	POPLIS Co.Ltd	walmart.com/reviews/seller/101232930
123	acelit	walmart.com/reviews/seller/101240020
124	Qianzhuo Store	walmart.com/reviews/seller/101240933
125	Likede Store	walmart.com/reviews/seller/101242576
126	Guanlan	walmart.com/reviews/seller/101246735
127	Caiboxing	walmart.com/reviews/seller/101272472
128	GUANGNAN Technology Co., Ltd.	walmart.com/reviews/seller/101300508
129	Yixin Store	walmart.com/reviews/seller/101302660
130	YUANXIAO	walmart.com/reviews/seller/101304879
131	Zhijieliin Store	walmart.com/reviews/seller/101308515
132	Enjoybuyer	walmart.com/reviews/seller/101309438
133	Mingjingbo	walmart.com/reviews/seller/101331139
134	ShunSuo	walmart.com/reviews/seller/101496467
135	LHCER STORE	walmart.com/reviews/seller/101078489
136	Caiboxing	walmart.com/reviews/seller/101136642
137	Junhui Trading Co., Ltd	walmart.com/reviews/seller/101253947

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
138	Hongzhi Store	walmart.com/reviews/seller/101302558
139	Wanghero	walmart.com/reviews/seller/101302606
140	chibert2017	wish.com/merchant/5846d28b6339b4290f2c2c78
141	Joybuy Seller 1	walmart.com/seller/18988
142	Joybuy Seller 2	walmart.com/seller/18988
143	Joybuy Marketplace(Selection) Seller 1	walmart.com/seller/101087374
144	Joybuy Marketplace(Selection) Seller 2	walmart.com/seller/101087374
145	Joybuy America Seller 1	walmart.com/seller/101001636
146	Joybuy Seller 3	walmart.com/seller/18988
147	Joybuy Marketplace(Selection) Seller 3	walmart.com/seller/101087374
148	Joybuy Fashion Seller 1	walmart.com/seller/101118004